

# UNOFFICIAL COPY



Doc#: 0603215088 Fee: \$34.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 02/01/2006 10:15 AM Pg: 1 of 6

Prepared by: **LaToya Jackson**  
After recording, return to:  
First American Title  
Attention: Loss Mitigation Title Services  
P.O. Box 27670  
Santa Ana, CA 92799-7670

MPG 2/01/06 137

## MODIFICATION AGREEMENT

This Modification and Extension Agreement ("Agreement") is made this 19<sup>th</sup> day of December, 2005, between MidFirst Bank (hereinafter referred to as to "Lender"), and GILBERTO RIVERA & LILLIAN R RIVERA & RUTH M OTERO (hereinafter referred to as "Borrower") and **Mortgage Electronics Registration Systems, Inc, as mortgagee of record solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026** (hereinafter referred to as "Mortgagee"), which Agreement modifies the Note and Mortgage between the parties as more specifically identified herein on property located at 2326S HAMLIN, CHICAGO, IL 60623 and further described in Exhibit "A" and referred to herein as the "Property"..

### WITNESSETH:

WHEREAS the Borrower is now indebted to the Lender in the sum of One Hundred Forty Four Thousand Six Hundred Sixty Seven Dollars and Eighty Nine Cents (\$144,667.89) (hereinafter referred to as the "New Principal Amount"), consisting of unpaid principal in the amount of One Hundred Twenty Nine Thousand Five Hundred Twenty Three Dollars and Eighty Two Cents (\$129,523.82), Interest from December 01, 2004 to December 01, 2005, in the amount of Nine Thousand Five Hundred Fifty Two Dollars and Thirty Six Cents (\$9,552.36) and Escrow Advanced by Lender in the amount

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Pb  
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(SD)

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of Five Thousand Five Hundred Ninety One Dollars and Seventy One Cents (\$5,591.71), payment of which is secured by a Note and Mortgage owned and held by the Lender, dated March 05, 2001 and recorded in the office of the Recorder of Deeds in COOK County in the State of Illinois on March 08, 2001, as Document No 10182769; and

WHEREAS the parties mutually agree to modify the terms of payment of said indebtedness by changing the amount of the monthly mortgage payment and the term of the mortgage and by amortizing past-due interest from December 01, 2004 to December 01, 2005.

NOW THEREFORE, in consideration of the covenants hereinafter contained, it is mutually agreed as follows:

The Borrower shall pay the New Principal Amount with interest at the rate of 7.375% per annum on the unpaid principal balance in monthly installments of approximately One Thousand Five Hundred Nineteen Dollars and Six Cents (\$1,519.06) consisting of Principal/Interest in the amount of One Thousand Fifty Two Dollars and Fifty Three Cents (\$1,052.53) and current escrow in the amount of Four Hundred Sixty Six Dollars and Fifty Three Cents (\$466.53). The first monthly mortgage payment pursuant to this Agreement shall be due on January 01, 2006, with each monthly payment due on the first day of each month thereafter until the New Principal Amount, with interest thereon, is paid in full, except that the final payment of the New Principal Amount, in interest and escrow shall be due and payable on April 01, 2031, unless paid in full prior to said date.

The subject mortgage shall remain as a first lien upon the premises. The subject note and the security instrument securing same shall not in any way be prejudiced by this Agreement. However, the subject note and security instrument and all the covenants and agreements contained therein and the rights of the parties thereunder shall remain in full force and effect except as expressly modified herein.

The Lender shall retain the legal right to foreclose upon the original mortgage pursuant to the terms of said mortgage if the Borrower shall again default on the subject loan.

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IN WITNESS WHEREOF, the parties have signed, sealed, and delivered this Agreement on the date first above written.

BORROWER:

Gilberto Rivera  
GILBERTO RIVERA

Lillian R. Rivera  
LILLIAN R RIVERA

Ruth M. Otero  
RUTH M OTERO

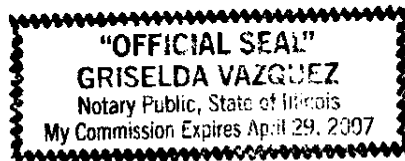
State of Illinois  
County of COOK

On this 19 day of December, 2005 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared GILBERTO RIVERA & LILLIAN R RIVERA & RUTH M OTERO, to me known to be the same person(s) described in and who executed the foregoing instrument, and acknowledged that he/she voluntarily executed the same as his/her free act and deed.

WITNESS my hand and Notarial Seal at office the day and year first above written.

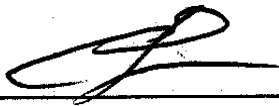
Griselda Vazquez  
Notary Public

Commission expires: 29 April 07



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LENDER:

  
\_\_\_\_\_

Craig Parker – Vice President

State of Oklahoma

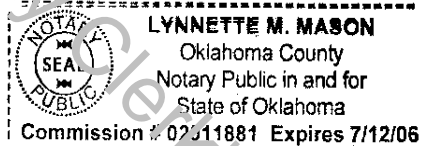
County of Oklahoma

On this 9th day of January, 2006 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Craig Parker, Vice President, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he voluntarily executed the same as a free act and deed.

WITNESS my hand and Notarial Seal at office the day and year first above written.

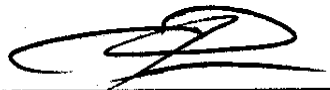
  
\_\_\_\_\_  
Notary Public

Commission expires: 7-12-06



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MORTGAGEE:



Craig Parker – Vice President

State of Oklahoma

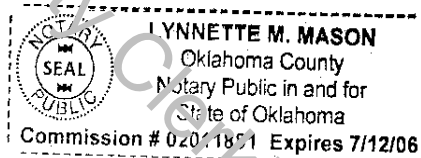
County of Oklahoma

On this 9th day of January, 2006 before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Craig Parker, Vice President, to me known to be the same person described in and who executed the foregoing instrument, and acknowledged that he voluntarily executed the same as a free act and deed.

WITNESS my hand and Notarial Seal at office the day and year first above written.

  
Notary Public

Commission expires: 7-12-06



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## LEGAL DESCRIPTION

LOT 2 IN THE SUBDIVISION OF BLOCK 1 OF S.J. GLOVER'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 LYING SOUTH OF THE CHICAGO BURLINGTON AND QUINCY RAILROAD, OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

A. P. No.: **16-26-103-057-0000**

Property of Cook County Clerk's Office